

## **SECTION B – SUPPLIES/SERVICES AND PRICES**

### **B.1 SERVICES TO BE PROVIDED**

(a) The contractor shall provide personnel, supervision and other related services and incidental items necessary to perform the work as defined in Section C, Statement of Work.

(b) The contract includes a base period and four option periods as described below:

1. Base Period – twelve months from date of award
2. Option Period I – Months 13 through 24 from date of award
3. Option Period II – Months 25 through 36 from date of award
4. Option Period III – Months 37 through 48 from date of award
5. Option Period IV – Months 49 through 60 from date of award

(Note: these timeframes may be converted to actual dates at award)

### **B.2 PRICING SCHEDULES**

(a) Services obtained under this contract shall be at the hourly rates (fixed unit prices) specified in the pricing tables contained in Attachment 1 (see Section J of this contract), and summarized below. All prices must be fixed unit prices that include all costs and profit necessary to provide the level of service specified in the contract. For personnel not exempt from the Service Contract Act (SCA), the contractor shall pay at least the minimum pay and fringe benefits set forth in the Area Wage Determination applicable to where the personnel are working.

(b) Regular time – the billable rate for hourly personnel or salaried personnel under this contract, based on a normal schedule consisting of five eight-hour work days excluding, where practical, Saturday, Sunday and the Federal holidays listed in Section H of this contract.

(c) Overtime – for non-exempt employees working in excess of a 40-hour work week, the billable rate for the excess hours is the “overtime” rate. Overtime will only be allowed if specifically authorized in advance in writing (including e-mail or fax) by the Contracting Officer’s Technical Representative (COTR, see Section G 1.2). For exempt employees, all work shall be billed at the “regular time” rates.

## (d) Pricing:

0001 - BASE PERIOD -- 111,904 hours -- NOT TO EXCEED	\$ _____
0002 - BASE PERIOD TRAVEL – NOT TO EXCEED	\$ <u>100,000</u>
1001 - OPTION PERIOD I – 111,904 hours – NOT TO EXCEED	\$ _____
1002 - OPTION PERIOD I TRAVEL – NOT TO EXCEED	\$ <u>100,000</u>
2001 - OPTION PERIOD II – 111,904 hours – NOT TO EXCEED	\$ _____
2002 - OPTION PERIOD II TRAVEL – NOT TO EXCEED	\$ <u>100,000</u>
3001 - OPTION PERIOD III – 111,904 hours – NOT TO EXCEED	\$ _____
3002 - OPTION PERIOD III TRAVEL – NOT TO EXCEED	\$ <u>100,000</u>
4001 - OPTION PERIOD IV – 111,904 hours – NOT TO EXCEED	\$ _____
4002 - OPTION PERIOD IV TRAVEL – NOT TO EXCEED	\$ <u>100,000</u>
TOTAL ESTIMATED CONTRACT PRICE: \$ _____	

**B.3 TRAVEL**

(a) As a general rule, local travel will not be reimbursed under this contract. Examples of local travel which will not be reimbursed are: travel to and from normal job site; supervisory personnel traveling to a Government site or alternative facility to oversee operations or for meetings. Personnel temporarily working at a Government site or alternative facility will consider such facility his/her normal job site.

(b) All reimbursable long distance travel must be approved in advance by the COTR. Reimbursement for actual (approved) travel costs incurred during the performance of support services shall be in accordance with Paragraph C.3.1.4, Travel, Part 31 of the Federal Acquisition Regulations and Federal Travel Regulations. Federal Travel Regulations and per diem rates can be accessed at <http://www.policyworks.gov/org/main/mt/homepage/mtt/perdiem/travel.shtml>.

(c) The travel figures shown above are estimates for evaluation purposes and do not represent actual travel which may be required. If actual travel exceeds the stated estimates, the estimates will be adjusted by contract modification. Travel will be performed as required and will be reimbursed in accordance with paragraph C.3.1.4, Travel.

#### **B.4 PRICE ADJUSTMENTS UNDER THE SERVICE CONTRACT ACT**

This contract is subject to the Service Contract Act (SCA) of 1965, as amended (see Section I., clause 52.222-41). For the hour rates in this contract, applicability of the SCA is limited to those “non-exempt” positions. The Government will not be liable to the contractor for any additional/increased sums/costs for which the contractor may become liable to its employees as a result of a failure by the contractor to properly conform or exempt its employees to the labor classifications stated in the applicable Department of Labor (DOL) Wage Rate Determinations contained in this contract. Final determination as to the proper conformance or exemption of contractor employees under the SCA will be the responsibility of the DOL.

## **SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

This Statement of Work describes the support service requirements for the Internal Revenue Service (IRS), Criminal Investigation (CI), or by Department of Treasury Executive Office of Asset Forfeiture. While support services are intended to be primarily used by the IRS - CI to support its asset forfeiture program, the contract services may also be used for other law enforcement-related purposes within the purview of the organizational components identified above.

### **C.1 INTRODUCTION**

- A. The Internal Revenue Code (IRC) provides for the forfeiture of certain taxable property under the provisions of Section 7301 and the forfeiture of property intended for use in violation of the internal revenue laws under the provisions of section 7302. While forfeiture provisions were available to the enforcement personnel of the IRS, the forfeiture process was not widely used until the enactment of the Money Laundering Control Act of 1986, Public Law No. 9 100 Stat. 3207 (1986), and the Anti-Drug Abuse Act of 1988, Public Law No. 100-690, 102 Stat. 4181 (1988). These recent forfeiture provisions relate to violations of Titles 18 (money laundering, false claims or statements, general conspiracy) and 31 (Bank Secrecy Act and currency reporting requirements).
- B. On October 1, 1993, the IRS became a member of the Department of the Treasury Forfeiture Fund, which was established by the Treasury Postal Appropriations Act of 1992, Public Law 102-393, 106 Stat.1729 (1992), and is codified in Title 31 of the United States Code, Section 9703. The Treasury Forfeiture Fund was created to consolidate all Treasury law enforcement organizations under a single forfeiture fund program. The participation of the IRS in the Treasury Forfeiture Fund relates to violations of Titles 18 and 31, but not violations of the IRC under Title 26 (Federal Income Tax Statute, especially Section 72 concerning criminal aspects).
- C. Under the authority of Title 31 of the United States Code, Section 9703(a), the Department of the Treasury Forfeiture Fund is available for the purpose of contracting for services related to the seizure and forfeiture of property under the provisions of Titles 18 and 31. Contract services support may also be reimbursed from the Treasury Forfeiture Fund for the approved seizure and/or forfeiture activities of other Treasury law enforcement organizations participating in the Treasury Forfeiture Fund.
- D. Other agency support services provided outside the authority of the Treasury Forfeiture Fund, all IRS seizure activity related to Title 26, non-seizure work activities performed for the IRS, and all other support services provided to other Federal law enforcement agencies or organizations, which are not participants of the Treasury Forfeiture Fund, may not be reimbursed from the Treasury Forfeiture Fund. When approved under this contract, agency support services will be requested by contract modifications and will include specific requirements, deliverables, and management reports.

## **C.2 SCOPE OF WORK**

The Criminal Investigation Division, Office of CI:O:N:A:, is responsible for the management, administration, organization and tracking of all property seized and/or forfeited in accordance with Titles 18 and 31 of the US Code. These responsibilities include establishing case files for each individual asset, conducting research, doing legal background research and searches, etc.

The contractor shall provide all personnel, equipment, facilities and incidental items, not specifically provided by the Government (see Government Furnished Property, Clause C.5), required to support this activity. Specific areas of support required include: legal research and process support analysis, analysis support, computer support and analysis, data analysis, data entry, and general clerical support.-

### **C.2.1 WORKLOAD PROJECTIONS**

Section J, Attachment 2, Places of Performance—Work Sites, lists the places of performance for the contract. Additional locations may be added at the Government's discretion during contract performance. The contractor will perform most required tasks in Government furnished facilities. The contractor shall provide its own facilities for program management, recruitment and training not covered under this contract. The estimated workload is representative of current contract performance, and will be used in evaluation of proposals. Contract performance will be based on the Government's actual needs, and contractor shall be paid for actual ours worked.

### **C.2.2 QUALITY CONTROL**

A. The contractor is solely responsible for the quality of services provided. The contractor is also liable for contractor employee negligence, and any fraud, waste or abuse. The contractor shall utilize a Quality Control System to ensure that services are completed in accordance with acceptable principles of internal control, and meet specified, acceptable levels of quality. The operation of the Quality Control Program must be described in a written plan, a draft of which shall be submitted as part of the technical proposal. A copy of the final plan, incorporating any changes mutually agreed upon between the contractor and the IRS prior to award will be provided to the COTR within 15 working days after contract award. Revisions to the Quality Control Plan shall be approved by the CO prior to implementation.

B. At a minimum, the contractor's Quality Control Plan shall include:

- An internal quality control and inspection system for required services. The job titles and organizational positions of the individuals who will conduct the inspections must be specified.
- A method to identify deficiencies in services that may occur. Procedures to correct any deficiency in services that may occur.
- A file of information regarding inspections and other quality and internal control actions that document the purpose of the inspection, the results of the inspection and any corrective action taken as the result of the inspection. Upon request, this file shall be made available to the Government during the period of performance.

The plan must be maintained and revised as necessary throughout the life of the contract.

### **C.2.3 QUALITY ASSURANCE**

The Government will monitor the contractor's performance. The Government reserves the right to review services to be provided, including those developed or performed at the contractor's facilities, to determine conformance with performance and technical requirements. Government quality assurance will be conducted by the COTR on behalf of the Contracting Officer. The COTR will be appointed to coordinate the overall quality assurance of technical compliance. Each component ordering services from this contract will designate an Assistant COTR. Each field or district office utilizing contract personnel will designate an on-site Government representative for that location.

### **C.2.4 HOURS OF OPERATION**

A. The specific hours of operation will be established by the on-site Government representative for each local office, but hours of the contractor's personnel should coincide with the work hours of Government personnel. Generally, the Government's hours of operation are Monday through Friday, between the hours of 7:00 a.m. and 6:00 p.m., local time.

B. The contractor shall observe the following Federal Holidays:

- (1) New Year's Day, January 1
- (2) Martin Luther King's Birthday, the third Monday in January
- (3) President's Day, the third Monday in February
- (4) Memorial Day, the last Monday in May
- (5) Independence Day, July 4
- (6) Labor Day, the first Monday in September
- (7) Columbus Day, the second Monday in October
- (8) Veteran's Day, November 11
- (9) Thanksgiving Day, the fourth Thursday in November
- (10) Christmas Day, December 25
- (11) Inauguration Day (Presidential inaugurations are observed only in the Washington, DC, vicinity by law)

There are certain types of irregularly occurring circumstances that prompt the Government to close its offices where contractor personnel are working, either on a national or local basis (i.e., bomb threats, inclement weather, power outages, death of a national figure, etc.). Non-work due to the Government closing its facility(ies) will be determined to be an expense directly reimbursable to the contractor in this instance for this contract only. Additionally, in instances when the Government's operations are curtailed for the balance of a workday that has already commenced, the contractor may bill for the balance of the scheduled workday with the written acknowledgement of the COTR.

Contractor personnel located at the contractor's facility(ies) while working on this contract shall follow the contractor's internal procedures for the contractor's facility(ies).

## **C.2.5 TRANSITION REQUIREMENTS AND TRANSITION PLAN**

### **C.2.5.1 Phase-In**

The contractor shall prepare a written Transition Plan describing how it will complete an orderly assumption of contract duties. The following variables must be addressed:

- The awardee - incumbent or new contractor
- The positions to be retained; the positions to be replaced
- The number of proposed personnel with existing security clearances for the appropriate components
- The availability of training to meet requirements
- The requirements of the Government for its asset forfeiture program support services and other agency support services

### **C.2.5.2 Phase-Out**

At the conclusion of the contract period, the functions performed under this contract may be taken over by another firm. At that time, the contractor may be required to assist in the phase-out of this contract.

The contractor's Transition Plan shall address both Phase-In and Phase-Out activities.

## **C.2.6 OVERTIME**

The Government may require the use of overtime to support special or surge requirements. Overtime will not be used to provide for hours lost due to leave or other absences. Paid overtime must be specifically authorized in writing by the Contracting Officer's Technical Representative.

## **C.3 REQUIREMENTS**

The contractor shall provide management, supervision and labor to satisfactorily perform the specific tasks described in this section of the solicitation. Attachment 2, Places of Performance and Proposed Staffing Plan, provides a projection of anticipated staffing by location. Except for facilities, property and equipment referenced by C.5, Government Property and Services, the contractor shall furnish all facilities, property and equipment necessary to perform the services required under this contract. The contractor shall furnish any and all property necessary to accommodate their employees' disabilities.

### **C.3.1 GENERAL REQUIREMENTS**

The following general requirements are intended to provide an operating environment for performance of the specific tasks:

#### C.3.1.1 Support of the Asset Forfeiture Program

The services provided by this contract are instrumental to the successful execution of the IRS Asset Forfeiture Program. This program is conducted and has offices located throughout the United States. Attachment 2 in Section J gives the addresses for the current office locations.

#### C.3.1.2 Coordination with Other Government Organizations

In providing support services, the contractor shall coordinate with a wide variety of organizations. This coordination shall be maintained to achieve the dual objectives of direct support of the Asset Forfeiture Program as well as providing support of broader program goals. These organizations may include: Departments of the Treasury and Justice components; other Federal agencies; State and local organizations; IRS management, employees, consultants, contractors, and grantees performing services for the asset forfeiture program; and, international Government organizations.

#### C.3.1.3 Management and Supervision

The contractor shall provide consistent and timely management of the support services to be provided and supervision of its contract personnel. The principal management of the program and the contractor employees will be provided by the contractor's Project Manager. The Project Manager must have knowledge of the Asset Forfeiture Program. He/She shall be responsible for the overall management and coordination of this contract and for daily operational management of all on-site contractor employees located in IRS/Government furnished facilities. The Project Manager shall be the central point of contact with the Government. The Project Manager shall have full authority to act for the contractor in the performance of the required services. This contract requires that contractor personnel be located in various IRS field offices, therefore the contractor's Project Manager must be able to supervise and manage the contractor's personnel and workloads at the various IRS locations. The contractor shall have in place a written Management Plan describing processes/procedures to be used to ensure consistently high quality services are provided. The contractor's Management Plan shall include its approach to supervising and managing its employees in the various government facilities required by this contract, and shall address how daily operational management will be accomplished in offices staffed with only one contractor employee, and in offices staffed with more than one contractor employee. The Project Manager shall meet with the Contracting Officer's Technical Representative (COTR) on a monthly basis and as necessary to discuss problem issues as they occur. The IRS COTR will be located in Washington, D.C., therefore the contractor's Project Manager must be located within the metropolitan Washington, DC area.

#### C.3.1.4 Travel

Performance of requirements under this contract may require travel by contractor personnel as directed by the Government for official business. All travel and associated costs will be in accordance with the Federal Acquisition Regulations, the applicable Government Travel Regulations and Section B.3 of this contract.



## **C.3.2 TASK REQUIREMENTS**

### **C.3.2.1 Legal Process Analysis**

The contractor shall provide legal analysis of IRS's seized and forfeited assets files. The contractor shall research facts for case reports and routine reports from forfeiture files, databases, law reviews, published studies, financial reports and individuals, and shall review and extract data from forfeiture files and data base files. The contractor shall verify citations and legal references on legal documents. The contractor shall provide the initial review of petitions for remission and mitigation of forfeiture, seizure affidavits, memoranda of law and fact, claims, etc. The contractor shall review and analyze questions under issue and research factual aspects of forfeiture cases. The contractor shall review actions for correctness per Government regulations, procedures and required documentation. The contractor shall prepare summaries and digests of pertinent data and review legal instruments for completeness of information and proper execution. The contractor shall identify assets for seizure and forfeiture. The contractor shall monitor and analyze field office seizure and forfeiture activities, overage seizures and dispositions. The contractor shall, as required, travel to field offices to assist in program reviews, and evaluations of the correct application of the agency's forfeiture authority and its adherence to established policy and procedural guidance. The contractor shall assist in the performance of seized property reconciliations for periodic inventory reviews and for fiscal reconciliations needed for year-end financial reporting requirement.

Deliverables include legal documents, such as forfeitures, notices, advertisements, administrative forfeitures, Declarations of Abandonment, disposition transcript summaries, as well summaries, digests and analyses which identify conditions and situations that might preclude action, or which might be mitigated.

### **C.3.2.2 Data Analysis**

The contractor shall provide data analysis support. The contractor shall establish and maintain physical and /or project files, verify accuracy of the data in the case tracing systems, review data and information from multiple sources, reconcile inconsistencies, gather information and organize investigative packages, maintain internal status information on the disposition of all seized and forfeited assets. The contractor shall extract data from various IRS and other agency databases as required, and obtain information from other investigative agencies. The contractor shall conduct validation and verification of case files and case data systems, and shall assist IRS in obtaining or collecting all documents or information to complete case files. The contractor shall perform analytical computations necessary to process data. The contractor shall create and manipulate spreadsheets and data bases to track location of seized and forfeited assets, and shall reformat and edit data and database information to permit easy linkage of information and leads during various stages of the investigative process relative to asset seizure, removal and forfeiture. The contractor shall provide administrative information and/or assistance concerning cases to other investigative agencies, State or local law enforcement agencies, U.S. Attorney's Office, or other IRS and Treasury components as required. The contractor shall validate and verify case files and case data systems.

Deliverables include management and program reports, case files, databases and other standardized reports.

### **C.3.2.3 Intelligence Analysis Support**

The contractor shall provide a variety of duties relating to the research, collection, analysis and/or the evaluation of raw intelligence to assist in the identification of noncompliance with tax laws and to support ongoing criminal investigations. The contractor shall provide analysis of financial and related information. The contractor shall prepare various enforcement trend analyses and forecasts. The contractor shall correlate collected information and data to identify all possible sources of information that will substantiate or refute information presently on hand. The contractor shall analyze collected information to produce a more complete picture of tax-related activities and to support criminal investigations currently underway. The contractor shall research, collect and analyze raw intelligence. The contractor shall assist in developing and identifying the impact and possible consequences of tax-related criminal and financial activities, both domestic and foreign, on IRS's Criminal Investigation operations.

Intelligence Analysts shall possess Top Secret clearances due to access levels anticipated.

Deliverables include strategic and tactical reports related to law enforcement, and other miscellaneous data reports.

### **C.3.2.4 Computer Analysis Support**

The contractor shall provide computer analysis support. The contractor shall provide recommendations and assistance on computer programming. The contractor shall modify and maintain the existing IRS Asset Forfeiture computer database, software and related systems, as tasked. The contractor shall make recommendations which will enhance the efficiency and effectiveness of IRS's asset seizure, forfeiture and disposal systems. The contractor shall, as appropriate, revise and update computer documentation, and shall provide computer support to other contractor personnel as necessary, and to IRS personnel as required.

Deliverables include updated computer documentation.

### **C.3.2.5 Fiscal Operations Support**

The contractor shall prepare and manage a wide variety of fiscal documents, such as disbursement requests, cashier receipts, reconciliations, etc. The contractor shall maintain designated financial records contained in Financial Management Systems and other related ADP systems. The contractor shall classify and index file material into an established filing system, shall perform cashier duties for non-cash operations, and shall maintain logs as required.

Deliverables include fiscal documents as required.

### **C.3.2.6 Training Support**

The contractor shall develop and maintain an ongoing IRS Asset Forfeiture training program. The contractor shall coordinate training initiatives and training classes with the Department of the Treasury, Executive Offices for Asset Forfeiture; the Department of Justice, Asset Forfeiture and Money Laundering Section; and the IRS's asset forfeiture coordinators and contract employee to develop initial and follow on curricula. The contractor shall develop training materials from materials provided by the IRS; schedule training facilities and accommodations; organize schedules; provide logistical support for training; assist in the performance of training; and maintain training records and files. The contractor shall update training documents to ensure policy, regulatory, legal, and system changes are incorporated in training curricula, and shall publish periodic training and information advisories, as required.

The end product from this task may include training classes and associated training materials; and training and information advisories.

Deliverables may include training classes and training curricula development documentation.

### **C.3.2.7 Administrative and Clerical Support**

The contractor shall provide administrative and clerical services in support of technical effort, such as:

- Document generation and support, including typing of routine forms and general office correspondence, and generating form letters
- Filing and retrieving letters, memorandums, reports and other seized asset management documents.
- Responding to inquiries regarding case-related information or status as maintained in the files or data bases.
- Creating new records on-line; performing on-line updating, verification and correction of existing records.
- Receiving, sorting and distributing incoming mail, and preparing and packaging outgoing mail.
- Provide general office management (including answering and referring telephone calls, taking messages, providing general information and scheduling appointments and meetings).

## **C.4 RECRUITMENT/RETENTION AND TRAINING**

### **C.4.1. RECRUITMENT/RETENTION**

Recruitment and retention of qualified personnel is of the utmost importance to the IRS. The contractor shall recruit only those individuals qualified to perform the specific tasks. Likewise, retention of qualified personnel is necessary for continuity of operations. The contractor shall

submit a copy of its Recruitment and Retention Plan, which describes its program to seek out and maintain highly qualified individuals.

#### **C.4.2 TRAINING**

The Government may periodically approve and fund certain types of training for contractor personnel if the training benefits the Government and supports new or changing technology, or enhances the knowledge and skills of contractor personnel with respect to the IRS's asset forfeiture program or other related law enforcement activities. HOWEVER, the Government will not provide nor pay for training of contractor personnel in order to provide competent performance of labor category requirements. The contractor will not provide unqualified personnel with the expectations of "on-the-job" training. If unqualified personnel are identified, the Contracting Officer will notify the contractor's Project Manager, who shall take immediate steps to replace any unqualified personnel.

#### **C.5 GOVERNMENT PROPERTY AND SERVICES**

All equipment, property and supplies furnished to the contractor under this clause shall be provided for contract-related activities conducted in Government furnished facilities only. The Government will provide without cost to the contractor the following property and services required to perform the contract. (see also Clause I.1, Clauses Incorporated by Reference, 52.245-5, Government Property).

##### **C.5.1 COMPUTER EQUIPMENT, SOFTWARE, AND SUPPLIES**

The Government will provide information resource management equipment, software and supplies, and other office equipment as is typical in a normal office setting.

##### **C.5.2 FACILITIES AND INSTALLED PROPERTY AND EQUIPMENT**

The Government will furnish all facilities, installed property and equipment required for performance of this contract. The Government will provide necessary maintenance of Government-furnished facilities and equipment. **The contractor shall make NO alterations to the facilities without specific written permission from the Contracting Officer.**

#### **C.6 REPORTS**

In addition to various specific task-related reports, the contractor shall provide a Weekly Personnel Action Report and a Monthly Status Report.

##### **C.6.1. WEEKLY PERSONNEL ACTION REPORT**

The Weekly Personnel Action Report shall provide a summary and update of all personnel actions occurring during the week period. The report shall include, at a minimum, status/summaries of recruitment activities, pending background investigations, hiring activities, reassignments,

resignations and terminations. One copy of the Weekly Personnel Action Report shall be provided to the COTR by noon on the Tuesday following the week for which the report is due. Depending upon contractor personnel turnover rate, the frequency of this report may be adjusted by the COTR during the course of this contract.

#### **C.6.2. MONTHLY STATUS REPORTS**

The Monthly Status Report shall provide a summary and update of all significant contract actions occurring during the month reporting period. As appropriate, the contractor shall include significant upcoming events, as known. Travel, anticipated work, problems and/or issues and their resolutions are typical of items included in the Monthly Status Report. One copy of the Monthly Status Report shall be provided to the Contracting Officer/Contract Administrator and to the COTR by the fifteenth of the month following the monthly reporting period (i.e., the January Monthly Status Report is due February 15<sup>th</sup>).

The Monthly Status Report is the contractor's formal notification to the COTR of progress being made on the contract, and therefore the report is not limited solely to the items identified above.

## **SECTION D – PACKAGING AND MARKING**

### **D.1 MARKING REQUIREMENTS**

The Contractor must mark/stencil all shipping containers with the information described in parentheses below:

(Agency)  
(Description of Contents)  
(Contract No.)  
(Contractor's Name and Address)

[End of Provision]

### **D.2 PACKING AND PACKAGING REQUIREMENTS**

Deliverables shall be packaged and packed in accordance with commercial practices to ensure safe delivery at destination. All postage and fees pertaining to submission of items or related documentation (forms, reports, etc.) shall be paid by the Contractor. All deliveries shall comply with the marking requirements above.

[End of Provision]

## **SECTION E – INSPECTION AND ACCEPTANCE**

### **E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at

[www.arnet.gov](http://www.arnet.gov).

#### **I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

NUMBER	TITLE	DATE
52.246-6	INSPECTION—TIME AND MATERIAL AND LABOR HOUR	MAY 2001
52.246-4	INSPECTON OF SERVICES – FIXED PRICE	AUG 1996

### **E.2 ACCEPTABILITY OF SERVICES**

Services will be determined acceptable based on periodic (no less than quarterly) evaluation by the COTR or the COTR's representative at the various sites based on the Quality Control Plan described at C.2.2, above. The contractor shall keep necessary records to facilitate this evaluation. Evaluation may incorporate a variety of facets including, but not limited to:

- (a) An analysis of the Monthly Status Reports
- (b) Examination of work products at each location

## **SECTION F – DELIVERIES OR PERFORMANCE**

### **F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at the following address: [www.arnet.gov](http://www.arnet.gov).

#### **I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

NUMBER	TITLE	DATE
52.242-15	STOP WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

[End of Clause]

### **F.2. PERIOD OF PERFORMANCE**

- (a) The period of performance of this contract is twelve months from the date of award.
- (b) This contract includes four one-year option periods, which may be exercised unilaterally by the government. Each option will be exercised in accordance with FAR 52.217-9, "Option to Extend the Term of the Contract" (see Contract Clause I.1).

### **F.3 PLACE OF PERFORMANCE**

Performance shall be at the locations designated by the IRS. The list at Section J Attachment 2 shall be used for proposal preparation and evaluation purposes and represents the probable locations at the outset of the contract. Sites may be added, subtracted, or changed by the IRS during the period of performance to meet its program needs.

### **F.4 SUBMISSION OF PLANS AND REPORTS**

The following reports are required to be delivered under this contract in accordance with the schedules shown. Addresses for the Administrative Contracting Officer (ACO) and the Contracting Officer's Technical Representative (COTR) will be provided at the time of contract award.



(a) Quality Control Plan (see C.2.2): The Quality Control Plan shall be submitted as part of the Contractor's proposal. A copy of the final Quality Control Plan shall be submitted to the ACO and to the COTR within fifteen days after contract award. If no modifications are made during discussions, the Plan as submitted with the proposal shall become effective on the date of contract award, and the requirement for resubmission shall be nullified.

(b) Transition Plan (see C.2.5): The Transition Plan shall be submitted as part of the Contractor's proposal. A copy of the final Transition Plan shall be submitted to the ACO and to the COTR within five days after contract award. If no modifications are made during discussions, the Plan as submitted with the proposal shall become effective on the date of contract award, and the requirement for resubmission shall be nullified.

(c) Management Plan (see C.3.1.3): The Management Plan shall be submitted as part of the Contractor's proposal. A copy of the final Management Plan shall be submitted to the ACO and to the COTR within ten days after contract award. If no modifications are made during discussions, the Plan as submitted with the proposal shall become effective on the date of contract award, and the requirement for resubmission shall be nullified.

(d) Recruitment and Retention (see C.4.1): The Recruitment and Retention Plan shall be submitted as part of the Contractor's proposal. A copy of the final Recruitment and Retention Plan shall be submitted to the ACO and to the COTR within ten days after contract award. If no modifications are made during discussions, the Plan as submitted with the proposal shall become effective on the date of contract award, and the requirement for resubmission shall be nullified.

(e) Weekly Personnel Action Report: A summary update of contractor personnel actions occurring during the week reporting period, due on the Tuesday following the week reporting period. One copy shall be submitted to the COTR.

(f) Monthly Status Report: A synopsis of the status of work at every active performance site, due the tenth day of each calendar month after contract award, or the first working day thereafter. One copy shall be submitted to the ACO, one to the COTR.

## **SECTION G – CONTRACT ADMINISTRATION DATA**

### **G.1 AUTHORITY – CONTRACTING OFFICER, CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE AND CONTRACTOR'S PROJECT MANAGER**

#### **G.1.1 CONTRACTING OFFICER**

The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

The Contracting Officer for administration of this contract is:

To be determined at time of award  
IRS Office of Contract Administration (OS:A:P:C)  
6009 Oxon Hill Road, 10th Floor  
Oxon Hill, MD 20745

The telephone number for the Contracting Officer is: (202) 283-XXXX.

#### **G.1.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

The COTR will represent the Contracting Officer in the administration of technical details within the scope of this contract. The COTR is also responsible for the final inspection and acceptance of all services and reports, and such other responsibilities as may be specified in the contract. The COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COTR does not have authority to alter the Contractor's obligations or to change the contract specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify contract obligations or the statement of work, changes will be issued in writing and signed by the Contracting Officer.

The Contracting Officer's Technical Representative (COTR) for this contract is:

To be determined at time of award

The telephone number for the COTR is: (202) XXX-XXXX.

The COTR assignment for this contract may be changed at any time by the Government without prior notice to the Contractor. The Contractor will be notified of the change.

#### G.1.3 PROJECT MANAGER

The Contractor's designated Project Manager for this contract is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The telephone number for the Project Manager is:

\_\_\_\_\_.

The Project Manager for this contract shall have duties as prescribed in Contract Clause C.4.2.A.

#### G.1.4 INVOICE PROCESSING

(a) Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing <http://www.ccr.gov>. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

(b) The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an EFT account in order to receive electronic payments, in accordance with the Debt

Collection Improvement Act. Contractors shall then submit a completed Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (formerly SF 3881) directly to:

**Internal Revenue Service  
Office of Financial Applications Support and Technology  
P. O. Box 3339,  
Cincinnati, Ohio 45201-3339  
Or Fax to: (513) 263-5020**

The ACH Vendor/Miscellaneous Payment Enrollment Form can be obtained from the IRS Contracting Officer or from the IRS Office of Financial Applications Support and Technology, points of contact, Joan Aker or Nancy Estep at (513) 263-5069/5055, if not included in this solicitation/award.

In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, **if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Office within three (3) business days.** Under this award, those contractors not registered in CCR but enrolled in EFT payments, are also required to report any changes to their business information to the IRS Beckley Finance Office within three (3) business days. **Contractors can e-mail notification of their changed CCR and EFT business information directly to:** [CFOBFC.CCRPaymentinformation@irs.gov](mailto:CFOBFC.CCRPaymentinformation@irs.gov)

Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended.

Contractors may only request a waiver from EFT payments if they meet one of the criteria listed on the Request for Waiver of Electronic Funds Transfer (EFT) Payment Form. The waiver request form can be obtained via the Contracting Officer or the IRS Office of Financial Applications Support and Technology at telephone (513) 263-5069/5055 or e-mail [Nancy.V.Estep@irs.gov](mailto:Nancy.V.Estep@irs.gov) or [Joan.Aker@irs.gov](mailto:Joan.Aker@irs.gov). Waivers from EFT Payments are only granted by the IRS Office of Financial Applications Support and Technology and contractors must obtain the waiver from EFT payments, prior to award being made.

Access On-line Payment Information. The U. S. Department of Treasury, Financial Management's Payment Advice Internet Delivery (PAID) system provides contractors with invoice payment information included with an Electronic Funds Transfer (EFT) payment

made via the Automated Clearing House (ACH) payment system. PAID is free to contractors with Internet access.

Registration for the PAID system can be done on-line at <http://fms.treas.gov/paid/> (Note: no "www"). Register using your Taxpayer Identification Number (TIN) and then select a user ID, password, and a specific method of delivery. The PAID webmaster will verify your registration and notify you that your access has been activated within five (5) business days and confirm your acceptance by e-mail. Registered contractors can look up all payments, or search by invoice number, amount, date of payment and other remittance information, such as, interest penalty or discounts taken. Access is limited to your payment data and the information is available for 60 days beginning the day after your account has been activated. If you have any questions about payment information found on PAID, contact IRS, Beckley Finance Center at (304) 256-6000.

(c ) Invoice Information Requirements. To constitute a proper invoice, the invoice must include the following information and documentation:

- (1) Name of the business and invoice date;
- (2) Contract number, or other authorization for delivery of property and/or services
- (3) Description, price, and quantity of property and services actually delivered or rendered (and supporting documentation as appropriate, to enable certification of invoice);
- (4) Shipping and payment terms;
- (5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and,
- (6) The Taxpayer Identification Number (TIN) sorted in ascending order by payment type.

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1 CONTRACT TYPE**

This is a Labor Hour (fixed rate) contract. Hours shall be billed at the rates specified in the contract (see Pricing Tables, Section J, Attachment 1).

### **H.2 KEY PERSONNEL REQUIREMENTS**

The government has determined that certain personnel are key to the successful completion of the contract. The following positions are designated as “key personnel” positions :

Project Manager

All requests for changes to “Key Personnel” must be received prior to the changes occurring, and must be approved by the Administrative Contracting Officer. Requests for changes to “Key Personnel” shall include the replacement person’s resume and any additional qualifications demonstrating the ability to perform in the position.

### **H.3 PROHIBITION AGAINST SOLICITING AND PERFORMING PERSONAL SERVICES**

- (a) The performance of personal services under this contract is strictly prohibited.
- (b) Personal service contracting is described in Section 37.104 of the Federal Acquisition Regulation (FAR). There are a number of factors, when taken individually or collectively, which may constitute personal services. Each contract arrangement must be judged in light of its own facts and circumstances, but the question relative to personal services is: Will the Government exercise relatively continuous supervision and control over the contractor personnel performing this contract?
- (c) The Government and the contractor understand and agree that the support services to be delivered under this contract are nonpersonal services in nature; that no employer-employee relationships exist or will exist under the contract between the Government and the contractor or between the Government and the contractor’s employees.
- (d) Contractor personnel under this contract shall not:
  - (1) be placed in a position where they are appointed or employed by a Federal employee, or are under the supervision, direction, or evaluation of a Federal Employee;
  - (2) be placed in a Federal staff or policy making position;

(3) be placed in a position of supervision, direction or evaluation over IRS personnel, or personnel of other contractors, or become a part of a government organization.

(e) Employee Relationship:

(1) The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government.

(2) Rules, regulations, direction and requirements which are issued by IRS management under their responsibility for good order, administration and security are applicable to all personnel who enter a Government installation. This is not to be construed or interpreted to establish any degree of government control which is inconsistent with a non-personal services contract.

(3) The contractor shall immediately advise the Contracting Officer if the contractor or its employees are directed by any Government employee to perform work that the contractor believes constitutes personal services.

(f) Contractor Management Responsibility: The contractor shall appoint a supervisor/manager who will be the contractor's authorized representative for technical and administrative performance of all services required hereunder. The supervisor shall provide the single point of contact through which all contractor/government communications, work, and technical direction shall flow. The supervisor shall receive and execute, on behalf of the contractor, such technical direction as the COTR may issue within the terms and conditions of this contract. All administrative support of contractor technical personnel required to fulfill the tasks assigned under this contract shall be the responsibility of the contractor.

#### **H. 4 RESTRICTIONS ON CONTRACTOR/CONTRACTOR EMPLOYEE ACTIVITY**

(a) The distinct and separate nature of the Government-contractor relationship must be maintained during the performance of this contract. The required support services may include access to national security, sensitive, or confidential information.

(b) The contractor's activities shall be restricted as follows;

(1) Contractor employees shall conduct only business covered by this contract while on Government premises.

(2) Contractor employees, while performing contract tasks, shall not solicit new business from the Government.

(3) Contractor business cards, letterhead, stationary, etc., shall not in any way imply employment or legal affiliation with the U.S. Government, the Internal Revenue Service, the Department of the Treasury, or any other Government component.

(4) Neither the contractor nor contractor employees shall use Government stationary or any form of representation for private business.

(5) Neither the contractor nor contractor employees shall in any way represent that they are employees of the Government, orally or in writing.

## **H.5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION**

In accordance with FAR 52.228-5, Insurance - Work on a Government Installation, in Section I, insurance of the following types and minimum amounts shall be procured and maintained during the entire period of performance under this contract:

- (a) Workman's Compensation and Employees Liability Insurance - as specified by applicable statute, but not less than \$100,000.
- (b) General Liability Insurance - Bodily Injury Liability - \$500,000 per occurrence.
- (b) Automobile Liability Insurance - \$200,000 per person, \$500,000 per occurrence bodily injury, \$20,000 per occurrence property damage.

## **H.6 APPLICABLE MINIMUM HOURLY RATES OF WAGES**

Wage Determinations have been received from the Department of Labor specifying the minimum hourly rates of wages that shall be paid to all employees embraced by the specifications at all service locations. The following Wage Determinations are applicable to this contract:

1994-2023,27 – Maricopa, AZ	1994-2413,23 – Hamilton, OH
1994-2047,25 – Los Angeles, CA	1994-2431,23 – Oklahoma, OK
1994-2055,24 – Sacramento, CA	1994-2441,23 – Multnomah, OR
1994-2057,35 – San Diego, CA	1994-2449,18 – Philadelphia, PA
1994-2061,21 – Santa Clara, CA	1994-2255,22 – Suffolk, MA
1994-2081,26 – Denver, CO	1994-2331,24 – Clark, NV
1994-2115,31 – Duval, FL	1994-2451,26 – Alleghany, PA
1994-2133,26 – Fulton, GA	1994-2455,22 – York, PA
1994-2167,27 – Cook, IL	1994-3029,8 – Kent, MI
1994-2233,23 – New Orleans, LA	1994-3027,4 – New Haven, CT
1994-2247,25 – Baltimore, MD	1994-2255,22 – Suffolk, MA
1994-2103,32 – Washington, DC	1994-2461,23 – Puerto Rico
1994-2287,27 – Hennepin, MN	1994-2497-23 – Davidson, TN
1994-2307,27 – Clay, MO	1994-2509,25 – Dallas, TX
1994-2353,20 – Union NJ	1994-2515,30 – Harris, TX
1994-2375,23 – New York, NY	1994-2521,27 – Bexar, TX
1994-2381,29 – Monroe, NY	1994-2563,25 – King, WA

Copies of these Wage Determinations are available on the Department of Labor website at:  
<http://www.service.fedworld.gov/scaty.htm>.



## **H.7 PERSONNEL SECURITY REQUIREMENTS**

The Contractor will be responsible for conducting initial background investigations on each employee prior to the employee starting work under this contract and shall bear the costs of such investigations. These initial background investigations shall include criminal history checks, credit checks, and drug testing.

The contractor shall review each employee's or applicant's job application for completeness, including employment, education and address history. The contractor's review shall also include, but not be limited to, a check of prior criminal activity and poor credit history to determine if any candidate should be disqualified before an IRS background investigation is requested.

A Minimum Background Investigation (MBI) will be conducted by the National Background Investigation Center (NBIC), on all Contractor personnel assigned to this contract or who have access to taxpayer data. Investigation requirements include: (a) a Security Investigation Index Search of National Agencies; (b) Criminal record checks covering a five year period of residency and employment; (c) a credit check; and (d) employment and reference vouchers.

Potential areas which may cause a preliminary negative MBI include but are not limited to:

- unpaid tax liabilities
- un-filed tax returns
- disclosed or undisclosed open collection accounts
- failure to register with Selective Service
- DUI offenses
- disclosed or undisclosed judgments

## **H.8 PRIVACY ACT NOTIFICATION -- FAR 52.224-1 (APR 1984)**

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, as amended (5 U.S.C. 552a), and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

[end of clause]

## **H.9 PRIVACY ACT -- FAR 52.224-2 (APR 1984)**

(a) The Contractor agrees to-

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies-

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

The Privacy Act of 1974, as amended, (5 USC 552a) systems of records that will be disclosed during this contract are:

Treasury/IRS 24.030 Customer Account Data Engine (CADE) Individual Master File (IMF)

#### **H.10 1052.204-9000 SECURITY SCREENING REQUIREMENTS FOR ACCESS TO SENSITIVE BUT UNCLASSIFIED SYSTEMS OR INFORMATION (MAR 1998)**

(a) In addition to complying with any functional and technical security requirements set forth in the schedule and elsewhere in this contract, the Contractor shall request that the Government

initiate personnel screening checks and provide signed user nondisclosure agreements, as required by this clause, for each contractor employee requiring staff-like access, i.e., unescorted or unsupervised physical access or electronic access, to the following limited or controlled areas, systems, programs and data:

Treasury/IRS 24.030 Customer Account Data Engine (CADE) Individual Master File (IMF)

- (b) The Contractor shall submit a properly completed set of investigative request processing forms for each such employee in compliance with instructions to be furnished by the Contracting Officer or his/her designated representative.
- (c) Depending upon the type of investigation necessary, it may take up to several months to complete complex personnel screening investigations. At the discretion of the Government, background screening may not be required for employees with recent or current favorable Federal Government investigations. To verify the acceptability of a non-IRS, favorable investigation, the Contractor shall submit the forms or information needed, according to instructions furnished by the Contracting Officer.
- (d) When contractor employee access is necessary prior to completion of personnel screening, each contractor employee requiring access may be considered for escort access. The Contractor shall promptly submit all requests for approval for escort access to the Contracting Officer or his/her designated representative so as not to endanger timely contract performance.
- (e) The Contractor shall ensure that each contractor employee requiring access executes any nondisclosure agreements required by the Government prior to gaining staff-like access. The Contractor shall provide signed copies of the agreements to the Site Security Officer (SSO) for inclusion in the employee's security file. The name and location of the SSO shall be provided by the Government after contract award. Unauthorized access is a violation of law and may be punishable under the provisions of Title 5 U.S.C. 552a, Executive Order 12356; Title 5 U.S.C. 7211 governing disclosures to Congress; Title 10 U.S.C. 1034, as amended by the Military Whistleblower Protection Act governing disclosure to Congress by members of the military; Title 5 U.S.C. 2302(b)(8) as amended by the Whistleblower Protection Act governing disclosures of illegality, waste, fraud, abuse or public health or safety threats; the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) governing disclosures that could expose confidential Government agents; and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)) and other applicable statutes.
- (f) The Contractor shall notify the Contracting Officer's Technical Representative (COTR) or the Site Security Officer no later than the end of the day of the termination for cause of an authorized employee's access. The Contractor shall notify the COTR no later than ten days after an authorized employee no longer requires access for any other type of termination. Verbal notifications shall be confirmed in writing within thirty days.

**H.11 IRSAP 1052.224-9000(a) DISCLOSURE OF INFORMATION-SAFEGUARDS (JAN 1998)**

In performance of this contract, the contractor agrees to comply and assume responsibility for compliance by his/her employees with the following requirements:

- (1) All work shall be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS Contracting Officer.
- (3) Should a person (contractor or subcontractor) or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR 52.249.8), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.

**H.12 IRSAP 1052.224-9000(d) DISCLOSURE OF "OFFICIAL USE ONLY" INFORMATION SAFEGUARDS (DEC 1988)**

Any Treasury Department Information made available or to which access is provided, and which is marked or should be marked "Official Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the contractor or subcontractor at any tier shall require prior written approval of the IRS. Requests to make such disclosure should be addressed to the IRS Contracting Officer.

**H.13 IRSAP 1052.224-9001(a) DISCLOSURE OF INFORMATION-CRIMINAL/ CIVIL SANCTIONS (JAN 1998)**

(a) Each officer or employee of any person (contractor or subcontractor) at any tier to whom returns or return information is or may be disclosed shall be notified by the person (contractor or subcontractor) that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further

disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 72f3 and 7431 and set forth at 26 CFR 301.6103(n).

(b) Each officer or employee of any person (contractor or subcontractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(c) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the privacy Act of 1974, 5 U.S.G. 552a. Specifically, 5 U.S.C. 552a(I)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

#### **H.14 IRSAP 1052.224-9001(b) DISCLOSURE OF INFORMATION -OFFICIAL USE ONLY (DEC 1988)**

Each officer or employee of the contractor or subcontractor at any tier to whom "Official Use Only" information may be made available or disclosed shall be notified in writing by the contractor or subcontractor that "Official Use Only" information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United

States or whoever receives the same with the intent to convert it to his use or gain, knowing it has been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

#### **H.15 IRSAP 1052-224-9002 DISCLOSURE OF INFORMATION-INSPECTION (DEC 1988)**

The Internal Revenue Service shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, the Contracting Officer may require specific measures incases where the Contractor is found to be noncompliant with contract safeguards.

#### **H.16 RESTRICTION AGAINST DISCLOSURE**

The Contractor agrees, in the performance of this contract, to keep the information contained in source documents or other media furnished by the Government in the strictest confidence, said information being solely the property of the Government. The Contractor also agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the possession of the Contractor, to those employees needing such information to perform the Statement of Work, i.e., on a "need to know" basis, and agrees to immediately notify the COTR, in writing, in the event that it is determined or there is reason to suspect a breach of this requirement.

#### **H.17 BACKGROUND INVESTIGATION REQUIREMENTS**

##### **Contractor's Background Investigation Requirements –**

a. All employees of the contractor assigned to the contract are subject to a background investigation in accordance with Internal Revenue Manual (IRM) 1.23.2 "Contractor Investigations," see [www.irs.gov/irm/part1/ch15s02.html](http://www.irs.gov/irm/part1/ch15s02.html). Contractor employees are required to complete forms furnished by the IRS for investigation purposes. Some forms are in electronic format. Contractor employees will also require fingerprints on the Applicant fingerprint form FD 258 ONLY furnished by the IRS. Fingerprints may be taken at local law enforcement agencies such as police stations, sheriff and highway patrol offices. The contractor employee will be responsible for all charges or costs incurred to obtain fingerprint cards if taken outside of an IRS office.

b. Contractor employee access to IRS sites or information relative to the contract is contingent upon a favorable, moderate risk National Agency Check with Law and Credit investigation. The investigation when conducted will include a check of credit, FBI fingerprints and criminal history records, and tax compliance. A check will also be made with local law enforcement agencies, the Office of Personnel Management, and the Department of Defense. All

contractor employees assigned to the contract must be U.S. citizens or lawful permanent U.S. residents.

c. All completed forms shall be submitted to the COTR. The COTR will forward all completed forms to NBIC for processing. NBIC will complete Interim access determinations upon receipt of completed investigation paperwork. Turnaround for an interim approval is approximately 5 to 7 days of NBIC receipt of forms package.

An employee may commence work immediately upon receipt of an interim approval. An individual denied an interim approval is not authorized to work on the contract pending the results of the complete background investigations. Complete background investigations average 75 days turnaround. Additional details concerning contractor background investigations can be found at the same site in section a above.

NOTE: Specific transmittal processes between the parties will be developed post award.

#### **H.18 CONTRACTOR SCREENING REQUIREMENTS--INVESTIGATIONS FOR STAFF-LIKE ACCESS TO IRS FACILITIES, SENSITIVE SYSTEMS OR INFORMATION**

##### **(1) General**

The Contractor who will be granted staff-like access to IRS facilities, sensitive IRS systems or sensitive IRS information shall be required to undergo a National Agency Check with Law and Credit (NACLC). The Contractor shall not be permitted to work on this contract without the required investigation. Access to IRS facilities, information systems, security items and products, and sensitive but unclassified information may be denied or revoked by the IRS based upon unsanctioned, negligent or willful action on the part of the Contractor.

Prior to beginning any work under this contract subsequent to contract award, the Contractor shall undergo a security screening which may range from a Minimum Background Check to a full Background Investigation. Upon favorable completion of the security screening, the Contractor shall be permitted staff-like access to IRS facilities, systems, information and/or data, as applicable to the performance of this contract.

Investigations which reveal derogatory information about the Contractor, including, but not limited to conviction of a felony, a crime of violence, a serious misdemeanor or a record of arrests for continuing offenses, may be sufficient cause to deny or revoke staff-like access for the Contractor under this contract.

Individual security clearances by the Defense Security Service (DSS, formerly known as DISCO), a clearance granted or an investigation approved by the Department of Treasury, another Treasury bureau, or another federal agency, may be acceptable in lieu of a new investigation. The IRS shall make determination of acceptability of non-IRS clearance or investigation. To verify the

acceptability of a non-IRS favorable investigation, the Contractor shall submit the forms or information needed, according to instructions provided by the Contracting Officer.

At the Government's discretion, the Contractor may be permitted to have escort access while an investigation is in process. In these circumstances, the Contracting Officer will notify the Contractor that such access is granted and whether other conditions on access may apply.

2) Definitions

(a) **Staff-Like Access.** Unescorted access to Treasury owned or controlled facilities, information systems, security items and products (as determined by the individual Contracting Officer's Technical Representative (COTR)).

(b) **Lawful Permanent Resident.** Any individual who is not a citizen or national of the United States (U.S.) who has been lawfully admitted into the U.S. and accorded the privilege of residing permanently in the U.S. as an immigrant in accordance with the immigration laws, such status not having changed.

(c) **Citizenship-Related Requirements.** Every Contractor employee working on the sensitive applications of this contract shall satisfy at least one of the following requirements: (1) be a U.S. citizen or (2) be a lawful, permanent resident of the U.S.

(d) **Approval Process** If the Contractor has a valid DSS clearance, the Contractor shall submit a copy of DSS Form 560, Letter of Consent. If the Form 560 is not available, the Contractor shall contact the COTR for instructions on information that can be submitted to verify validity of the clearance. To obtain an investigation, the Contractor shall submit the forms or information needed for requesting investigations, according to instructions provided by the COTR. Completed forms shall be returned to the COTR within 14 (fourteen) calendar days. The investigation process shall consist of a range of personal background inquiries and contacts (written and personal) pertaining to verification of the information provided on the security forms.

Upon completion of the investigation process, the COTR shall notify the Contractor in writing of the individual's eligibility or ineligibility to work on this contract. In the event the Contractor is determined to be ineligible to work on the contract, the COTR shall provide the Contractor a notice in writing of the general nature of the adverse information that formed the basis for the decision. When the Contractor is determined eligible and will be working on-site in any IRS office, the Contractor shall comply with the requirements of the Clearance of Personnel Clause and obtain a building pass.

(e) **Adverse Information and Revocation of Access.** If unfavorable or derogatory information is obtained during the Contractor's background investigation, the contractor must be confronted with the information and offered an opportunity to refute, explain, clarify or mitigate the information in question. However, if after final adjudication, a determination is made by the IRS Personnel Security Officer to deny or revoke staff-like access to the Contractor, that person will be formally notified and informed of the decision and the reason(s). The IRS Personnel



Security Officer's determination to deny or revoke the Contractor's access is final, as Treasury Guidelines do not provide for an appeal of such a determination.

(f) **Nondisclosure Agreement.** The contractor will have access to sensitive but unclassified (SBU) information that warrants execution of a non-disclosure agreement as a condition thereof.

(g) **Nondisclosure of Information.** The Contractor shall not divulge or release data or information developed or obtained during performance of work under this contract except to the COTR. Information contained in all source documents and other media provided by the IRS are the sole property of the IRS.

(h) **Contract Performance.** If IRS receives disqualifying information on the Contractor, the contract will be terminated in accordance with the Federal Acquisition Regulations incorporated herein.

(i) **Notification.** The Contractor shall immediately notify the Contracting Officer and the COTR of any breach or suspected breach of security or any unauthorized disclosure of the information contained in the information specified in this contract.

(j) **National Agency Check with Law and Credit (NACLC).** The following forms are required for the completion of the (NACLC):

- (1) COTR Request Memo
- (2) SF-85P, Questionnaire for Public Trust Position
- (3) Form PD-70, Metropolitan Police Department, Washington, DC, Criminal History Request
- (4) FCRA, Credit Release
- (5) Form TDF67-32.5, Authority for Release of Information
- (6) FD-258, Federal Bureau of Investigation Applicant Fingerprint Card
- (7) Form I-9, Employment Eligibility Verification
- (8) DD-214 (if applicable), Armed Forces of the United States Report of Transfer or Discharge

## **H.19 FREEDOM OF INFORMATION ACT REQUESTS FOR CONTRACT'S PROPOSAL**

Notwithstanding any other provision in this contract or any statement or restriction in the contractor's proposal, by entering into this contract, the contractor acknowledges that the Government will release the hourly rates contained in the Section B pricing tables of this contract in response to Freedom of Information Act (FOIA) requests. With respect to a FOIA request for any part of the contractor's proposal set forth or incorporated by reference into this contract, before responding to the FOIA request the Government will afford the contractor an opportunity to explain why it believes some or all of the relevant parts of the technical proposal may be exempt from release under the FOIA.

## **H.29 DELIVERY OF REDACTED PROPOSAL**

Within 15 days after contract award, the contractor shall provide the Administrative Contracting Officer a copy of the portions of its proposal that are set forth or incorporated by reference into this contract, which shall be releasable to the general public in response to FOIA requests. The contractor shall assert the appropriate FOIA exception and basis thereof for any material redacted.

## **H.21 PREFERENCE FOR USE OF PAPER AND PAPER PRODUCTS CONTAINING RECOVERED MATERIAL CONTENT (MAR 1993)**

The Department of the Treasury and its bureaus strongly support the use of paper and paper products with the maximum extent of recovered material content. Although the contractor is not required to utilize paper and paper products containing the percentage of recovered material content as specified in the Department of the Treasury Affirmative Procurement Program for Items with Recovered Material Content, the contractor is encouraged to utilize paper and paper products with recovered material content to the maximum extent possible.

## **H.22 DEPARTMENT OF THE TREASURY SUPPORT FOR ACQUISITION OF PRODUCTS AND SERVICES WITH RECOVERED MATERIAL CONTENT (MAR 1993)**

The Department of the Treasury strongly supports the use of products with the maximum extent of recovered material content. Contractors are encouraged to utilize recovered material content wherever such use will allow compliance with the specifications.

## **H.23 PREFERENCE FOR PACKAGING CONSISTING OF ENVIRONMENTALLY SOUND MATERIALS AND RECOVERED MATERIAL CONTENT (MAR 1993)**

It is the policy of the Department of the Treasury to encourage the use of environmentally-sound materials and materials containing recovered material content. Contractors are encouraged to utilize packaging materials which are environmentally-sound and consist of recovered material content to the maximum extent possible.

## PART II – CONTRACT CLAUSES

### SECTION I – CONTRACT CLAUSES

#### I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>.

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUN 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION	JAN 2004
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT	OCT 1997
52.217-8	OPTION TO EXTEND SERVICES Clause fill in = fifteen days	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT Clause fill in = (a) – ten days; (b) 60 days; (c) – 60 months	MAR 2000
52.219-8	UTILIZATION OF SMALL BUSINESS	MAY 2004

	CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC 2001
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY 1989
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-9	BUY AMERICAN ACT—TRADE AGREEMENTS-- BALANCE OF PAYMENTS PROGRAM	JUN 2003
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN 2000
52.227-14	RIGHTS IN DATA—GENERAL	JUN 1987
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	DEC 2002
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CCR	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

52.242-13	BANKRUPTCY	JUL 1995
52.243-3	CHANGES—TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	MAY 2004
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN 2003
52.246-25	LIMITATION OF LIABILITY—SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	MAY 2004
52.249-6	TERMINATION (COST REIMBURSEMENT) Alternate IV	MAY 2004
52.249-8	DEFAULT (FIXED PRICE SUPPLY-SERVICES)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

[End of Clause]

## **I.2 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (FAR 52.219-18)(JUN 2003)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer-

(1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) (1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The \_\_\_\_\_ [*insert name of SBA's contractor*] will notify the Internal Revenue Service's Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

### **I.3 SECTION 8(a) DIRECT AWARDS (DTAR 1052.219-72)(MAR 2002)**

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the department of the Treasury. SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and provides counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

[to be completed by the contracting officer at time of award]

(b) The contracting officer is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However the contracting officer shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting officer shall also coordinate with SBA prior to processing any novation agreement. The contracting officer may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the contracting officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based, plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of control; and ,

(2) to adhere to the requirements of FAR 52.219-14, Limitation on Subcontracting.

(end of clause)

### **I.4 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION – DEPARTMENT OF THE TREASURY, NOV 1990) (FAR 52.203-12) (JUN 2003)**

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (a) The awarding of any Federal contract;
- (b) The making of any Federal grant;
- (c) The making of any Federal loan;
- (d) The entering into of any cooperative agreement; and,
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (b) A member of the uniformed services as defined in subsection 101(3), title 37, United States Code.
- (c) A special Government employee, as defined in section 202, title 18, United States Code.
- (d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association,

authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

- (1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal



transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this Clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

- (1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional or technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the

engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
  - (D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.
  - (E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.
- (iii) Selling activities by independent sales representatives. The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following sales activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter;
- (A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
  - (B) Technical discussions and other activities regarding the application or adoption of the person's products or services for an agency's use.
- (c) Disclosure.
- (1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.
  - (2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--
    - (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

- (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
  - (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or received any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the

disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(e) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

#### **I.5 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

***This Statement is for Information Only:  
It Is NOT a Wage Determination***

EMPLOYEE CLASS	MONETARY WAGE
Administrative/Clerical	\$13.35
Data Analyst	\$23.27
ParaLegal/Legal Assistant	\$21.35
Computer Analyst	\$29.06
Intelligence Analyst	\$29.95

#### **FRINGE BENEFITS:**

Total fringe benefit factor is 32.85 percent.

**I.6 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**

Except for data contained on pages \_\_\_\_\_, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated \_\_\_\_\_, upon which this contract is based.

[End of Clause]

**I.7 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Treasury clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

[End of Clause]

**I.8 ADVERTISING OF AWARD**

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

[End of Clause]

**I.9 NEWS RELEASES**

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without such consent first being so obtained, the Government shall consider institution of all remedies available under the provisions of this contract.

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J – LIST OF ATTACHMENTS**

ATTACHMENT NO.	TITLE	NO. OF PAGES
1	Section B Pricing Tables	10
2	Places of Performance-Proposed Locations and Proposed Staffing Plan	2
2a	Places of Performance-Street Addresses	4
3	Labor Categories—Position Qualifications and Performance Requirements	3
4	Past Performance Questionnaire Cover Letter and Past Performance Questionnaire	4
5	Background Investigation Information	3
6	Performance Based Measures, Metrics and Monitoring Plan	2

**SECTION J – ATTACHMENTS****Attachment 2****PLACES OF PERFORMANCE & PROPOSED STAFFING PLAN  
SEIZED AND FORFEITED ASSETS MANAGEMENT**

NORTH ATLANTIC AREA	County	Clerical Support	Data Analysis	Legal Tech.	Computer Analyst	Intell. Analyst
Boston, MA	Suffolk			1		
Manhattan, NY	New York		2			
New Haven, CT	New Haven			1		
Philadelphia, PA	Philadelphia			1		
Pittsburgh, PA	Alleghany		1			
Rego Park, NY	New York		2			
Rochester, NY	Monroe			1		
Springfield, NJ	Union		1			1
MID-ATLANTIC AREA						
Cincinnati, OH	Hamilton		1	1		
Grand Rapids, MI	Kent			1		
Greensboro, NC	Hale		1			
Norfolk, VA	York		1			
Washington, DC	-- (DC)		.5			
SOUTHEAST AREA						
Atlanta, GA	Fulton			1		
Hato Rey, PR	-- (PR)	1				
Jacksonville, FL	Duval			1		
Nashville, TN	Davidson			1		
New Orleans, LA	Orleans Psh		1			
Miami, FL	Dade			1		2
CENTRAL AREA						
Chicago, IL	Cook		1			
Kansas City, MO	Clay		1			
Milwaukee, WI	Milwaukee		1			
Minneapolis, MN	Hennepin		1			
MID STATES AREA						
Dallas, TX	Dallas		1			
Denver, CO	Denver		1			



NORTH ATLANTIC AREA	County	Clerical Support	Data Analysis	Legal Tech.	Computer Analyst	Intell. Analyst
Houston, TX	Harris		.5			
Las Vegas, NV	Clark		1			
Oklahoma City, OK	Oklahoma		.75			
Phoenix, AZ	Maricopa		1			
San Antonio, TX	Bexar	1				
PACIFIC AREA						
Los Angeles, CA	Los Angeles		1			1
Oakland, CA	Oakland		1			
Portland, OR	Multnomah		1			
Sacramento, CA	Sacramento	1				
San Diego, CA	Santa Clara		1			
Seattle, WA	King		1			
HEADQUARTERS OFFICE						
Washington, DC	-- (DC)	1	4	4	1	
TOTALS	50.75 TOTAL	4	27	14	1	5

NOTE: Total overtime hours for all positions for all locations for each year is not expected to exceed 500 hours.

**SECTION J, ATTACHMENT 2a**

**PLACES OF PERFORMANCE**

**NORTH ATLANTIC AREA:**

Internal Revenue Service  
Criminal Investigation  
New Sudbury Street  
JFK Federal Building  
Boston, MA 02203

Internal Revenue Service  
Criminal Investigation  
One Lefrak City Plaza, The Lefrak Bldg.  
Rego Park, NY 11368

Internal Revenue Service  
Criminal Investigation  
290 Broadway  
New York, NY 10007

Internal Revenue Service  
Criminal Investigation  
150 Court Street  
New Haven, CT 06510

Internal Revenue Service  
Criminal Investigation  
955 So. Springfield Ave., A  
Springfield, NJ 07081

Internal Revenue Service  
Criminal Investigation  
600 Arch Street William J. Green Federal Building  
Philadelphia, PA 19106

Internal Revenue Service  
Criminal Investigation  
1000 Liberty Ave., William S. Moorehead Federal Building  
Pittsburgh, PA

Internal Revenue Service  
Criminal Investigation  
255 East Avenue Corporate Place  
Rochester, NY 14604

**MID ATLANTIC AREA**

Internal Revenue Service  
Criminal Investigation  
200 Granby Street, Federal Building  
Norfolk, VA 23510

Internal Revenue Service  
Criminal Investigation  
500 N. Capital Street, NW.  
Washington, DC 20221

Internal Revenue Service  
Criminal Investigation  
320 Federal Place, Federal Building  
Greensboro, NC 27401

Internal Revenue Service  
Criminal Investigation  
550 Main Street , Federal Office Building  
Cincinnati, OH 45202

Internal Revenue Service  
Criminal Investigation  
678 Front St. NW.,  
Grand Rapids, MI 49504

**SOUTHEAST AREA:**

Internal Revenue Service  
Criminal Investigation  
401 W. Peachtree Street, NW Summit Building  
Atlanta, GA 30365

Internal Revenue Service  
Criminal Investigation  
801 North Broadway Estes Kefauver Federal Building  
Nashville, TN 37203

Internal Revenue Service  
Criminal Investigation  
600 S. Maestri Place F. Edward Herbert Federal Building  
New Orleans, LA 70130

Internal Revenue Service  
Criminal Investigation  
7850 SW 6<sup>th</sup> Court  
Plantation, FL 33324

Internal Revenue Service  
Criminal Investigation  
6800 Southpoint Parkway  
Jacksonville, FL 33216

Internal Revenue Service  
Criminal Investigation  
2 Ponce de Leon Avenue Mercantil Plaza Building  
Hato Rey, PR 00918

**CENTRAL AREA:**

Internal Revenue Service  
Criminal Investigation  
230 South Dearborn Street  
Chicago, IL 60604

Internal Revenue Service  
Criminal Investigation  
310 W. Wisconsin Avenue Henry S. Reuss Federal Plaza  
Milwaukee, WI 53203

Internal Revenue Service  
Criminal Investigation  
5800 E. Bannister Road  
Kansas City, MO 64134

Internal Revenue Service  
Criminal Investigation  
250 Marquette Avenue  
Minneapolis, MN 55401

**MID STATES AREA:**

Internal Revenue Service  
Criminal Investigation  
1100 Commerce Street U.S. Courthouse & Federal Office Building  
Dallas, TX 75242

Internal Revenue Service  
Criminal Investigation  
600 17th Street North Tower Dominion Plaza  
Denver, CO 80202

Internal Revenue Service  
Criminal Investigation  
1919 Smith Street  
Houston, TX 77002

Internal Revenue Service  
Criminal Investigation  
4750 W Oakley Blvd  
Las Vegas, NV 89102

Internal Revenue Service  
Criminal Investigation  
55 N. Robinson Street  
Oklahoma City, OK 73102

Internal Revenue Service  
Criminal Investigation  
210 East Earll Drive  
Phoenix, AZ 85012

Internal Revenue Service  
Criminal Investigation  
601 NW Loop 410  
San Antonio, TX 78216

**PACIFIC AREA:**

Internal Revenue Service  
Criminal Investigation  
300 N. Los Angeles Street  
Los Angeles, CA 90012

Internal Revenue Service  
Criminal Investigation  
4330 Watt Avenue North Pointe  
Sacramento, CA 95660

Internal Revenue Service  
Criminal Investigation  
1220 SW 3rd Avenue Federal Building  
Portland, OR 97204

Internal Revenue Service  
Criminal Investigation  
880 Front Street  
San Diego, CA 92101

Internal Revenue Service  
Criminal Investigation  
1301 Clay Street  
Oakland, CA 94612

Internal Revenue Service  
Criminal Investigation  
915 Second Avenue  
Seattle, WA 98174

**Headquarters Office:**

Internal Revenue Service  
Criminal Investigation  
1111 Constitution Avenue, NW  
Washington, DC 20224

Executive Office for Asset Forfeiture  
740 15th Street, NW  
Washington, DC 20220

**TIRNO-04-R-00025**  
**SECTION J – ATTACHMENTS**

**ATTACHMENT 3**  
**LABOR CATEGORIES**  
**POSITION QUALIFICATIONS**  
**Page 1**

**DATA ANALYST**

Qualifications:

Data Analyst position must possess an AA degree or two years experience, (preferably in paralegal or legal field – why this for data analyst?) The individual in the position must be a United States citizen and must be able to read, write, understand, and speak common English. The individual in this position must have the demonstrated ability to review and analyze data and information from multiple sources; establish case and project files; enter and retrieve data from data bases; prepare and format management reports; manipulate, transfer, compute, and print information; create and manipulate spreadsheets; and prepare and correct reports and correspondence using word processing software and electronic spreadsheets and databases, such as Microsoft Word, Excel, and Access. The individual must also possess the personal background to ensure a Sensitive Security Clearance. Occasional travel may be required.

**PARALEGAL/LEGAL ANALYST**

Qualifications:

The Paralegal/Legal Analyst must possess a B.S./B.A. degree in related field or paralegal certificate with four years relevant experience. The individual in the position must be a United States citizen and must be able to read, write, understand, and speak common English. The individual in the position must also possess the demonstrated skills, based on education or work experience, in the collection of legal data and analysis and evaluation of information. The individual must be able to prepare summaries and digest of pertinent legal data relating to seized and forfeited assets. The individual must be able to perform legal research for the forfeiture staff, summarize disposition transcripts and compile indices and trial material. The individual must be skilled in employing automated legal research tools, such as Lexis-Nexis, Westlaw and Juris. The individual must also possess the personal background to ensure a Sensitive Security Clearance. Occasional travel may be required.

[remainder of page left blank]

**TIRNO-04-R-00025  
SECTION J – ATTACHMENTS**

**ATTACHMENT 3  
LABOR CATEGORIES  
POSITION QUALIFICATIONS  
Page 2**

**COMPUTER ANALYST**

Qualifications:

Computer Analyst position must possess a degree in Computer Science and a minimum of two (2) years work experience, or two (2) years of college with three to six (3-6) years of equivalent, verifiable work experience programming in Unix Network, and personal computer and mainframe environments, as well as experience in application design and development utilizing Informix, RDS, and SQL coding. The individual in this position must also possess knowledge concerning software applications in Microsoft Word, Excel, and Access, and other off-the-shelf software packages. The individual in this position must demonstrate excellent communication and writing skills. The Computer Analyst shall be a United States citizen and must possess the personal background to ensure a Sensitive Security Clearance. Occasional travel may be required.

**INTELLIGENCE ANALYST**

Qualifications:

Intelligence Analyst position must possess a BA/BS degree plus two years experience. The individual in the position must be a United States citizen and must be able to read, write, understand, and speak common English. This position requires a general knowledge of the IRS Criminal Investigation Division's organization, function, structure, sources and types of records maintained. The individual in this position must be knowledgeable of the types of criminal investigations investigated by the Criminal Investigation Division as well as the regulations, policies and disclosure issues used by the Criminal Investigation Division. Specialized knowledge of methods, techniques and subject matter analysis to intelligence work is desired, as are skills in researching, collecting and analyzing large amounts of raw data and tax related data from various sources.

This individual must possess the personal background to ensure a Top Secret Security Clearance. Occasional travel may be required.

[remainder of page left blank]

**TIRNO-04-R-00025**  
**SECTION J – ATTACHMENTS**

**ATTACHMENT 3**  
**LABOR CATEGORIES**  
**POSITION QUALIFICATIONS**  
**Page 3**

**ADMINISTRATIVE/CLERICAL**

Qualifications:

The person in this position must be a United States citizen; possess a high school diploma or equivalent; must be able to read, write, understand, and speak common English; type thirty (30) words per minute; perform editing and reformatting of written and electronic drafts using Microsoft Word, as well as Excel and Access; and must have common working knowledge of general office equipment (i.e., computer, printer, copier, scanner, shredder, fax machine). The person in this position must possess the personal background to ensure a Sensitive Security Clearance.

The administrative/clerical person is responsible for performing a variety of tasks in support of project contractor personnel. These tasks include:

- Filing and retrieving records - letters, memoranda, reports, documents, etc.
- Receiving, sorting and delivering incoming mail, and prepare outgoing mail for delivery to mail facility
- Provide general office administration/management (i.e., answer telephones, schedule meetings and appointments, take message, provide information)
- Be able to operate standard office equipment (i.e., copier, facsimile machine, shredder)
- Be able to use and navigate in word processing and spreadsheet programs (i.e., experienced in Microsoft Word, Word Perfect, Microsoft Excel, Powerpoint, etc.)
- Apply specialized terminology
- Establish, organize, and maintain case and project files
- Create, and modify and/or correct records on-line; update and verify data of existing records.



SECTION J -- ATTACHMENTS  
Attachment 4  
Past Performance Questionnaire cover letter & Questionnaire  
*Sample*

**Cover Letter for Present and Past Performance References**

Dear (client):

We are currently responding to the Internal Revenue Service Request for Proposal (RFP) TIRNO-04-R-00025, to provide support services for the management of seized and forfeited property.

As you know, an offeror's past performance, along with that of its key personnel, has become an element of increased emphases in federal government acquisitions. The government is requesting that clients of companies who submit offers in response to this RFP be contacted, and that clients provide performance information based on their experiences with the offeror and/or the key personnel. We, therefore, respectfully request and hereby authorize you to complete the attached Questionnaire(s) with regards to work we have performed for you and/or that of our proposed key personnel, specifically under contract number \_\_\_\_\_. In addition, please verify the accuracy of the information on the attached Past Performance Questionnaire and inform the government of any errors that you notice. Please forward the completed questionnaire directly to the government point of contact at the following address:

Internal Revenue Service  
Office of Procurement Operations  
ATTN: A:P:O:S (B. Czerw)  
6009 Oxon Hill Rd., 5<sup>th</sup> flr  
Oxon Hill, MD 20745

The government must receive this questionnaire no later than \_\_\_\_\_

We have identified Mr./Ms. (Name) and/or Mr./Ms. (Name) of your organization as the points of contact based on their knowledge concerning our work. While we will be given an opportunity to reply to any negative information reported, the government will not reveal the name of the person who completed the questionnaire. Your cooperation in this matter is appreciated. Any questions may be directed to the following government contracting officer: Barbara Czerw, 202-283-1103.

Sincerely,

OFFEROR'S POINT OF CONTACT

Enclosure(s)  
Corporate Past Performance Questionnaire

## CORPORATE PAST PERFORMANCE QUESTIONNAIRE

**Corporation being Evaluated:**

**Address:**

**Past Performance under Contract/Project Number:**

This past performance questionnaire will be used to evaluate the above corporation in its offer to the IRS for support services for the management of seized and forfeited assets. Please complete the following questions as thoroughly as possible.

1. Did the company in question perform as the prime contractor or subcontractor?

☐ Prime

☐ Subcontractor

If subcontractor, describe their role in the overall project.

2. Description of services/product provided:

3. Contract Value:

4. Period of Performance: From: To:

5. Type of Contract (e.g. firm fixed price, labor hour, time & materials, etc.):

\*\*\*\*\*

**INSTRUCTIONS** – After commenting, please score in column on the right using the rating scale defined below:

**E – Exceptional:** Performance met and significantly exceeded all contract requirements to the company's benefit.

**VG - Very Good:** Performance met all contractual requirements and exceeded some to the company's benefit. The contractual performance had some minor problems for which corrective actions taken by the contractor were effective.

**S – Satisfactory:** Performance met all contractual requirements. The contractual performance contained some minor problems for which corrective actions taken by the contractor were satisfactory, or completed satisfactorily.

**M – Marginal:** Performance did not meet all contractual requirements. There was a serious problem during contractual performance for which the contractor had submitted minimal corrective actions, if any. The contractor's proposed actions were only marginally effective or were not fully implemented.

**U – Unsatisfactory:** Performance did not meet contractual requirements. The contractual performance contained a serious problem(s) for which the contractor's corrective actions were ineffective.

**N – Neutral:** No past performance relevant to this contract/project observed.

1. Address the contractor's ability to recruit and maintain qualified personnel. Please specifically address turnover.	<i>Rating</i>
2. Address the contractor's <i>overall technical performance</i> on this contract.	<i>Rating</i>
3. Address the contractor's <i>overall management performance</i> on this contract.	<i>Rating</i>
4. Address the contractor's responsiveness to changes in technical direction.	<i>Rating</i>
5. Address the contractor's compliance with and ability to maintain performance standards.	<i>Rating</i>
6. Address the contractor's quality control systems (effectiveness?)	<i>Rating</i>
7. Address the contractor's proactive resolution of quality issues.	<i>Rating</i>
8. Address your experience with the contractor's invoicing practices (problems? overbilling? Inaccuracies?)	
9. Based on this contractor's overall performance, would you award this contractor a similar contract?	<i>Rating</i>
10. Rate the contractor's overall performance.	<i>Rating</i>

11. Do you know of any other source that has knowledge of this contractor's performance on similar work?

Name/Company:

Telephone No.:

Evaluator's Name/Organization:

Signature and Date:

Phone/Fax No.:

Thank you for your time and cooperation.

*Please return this completed questionnaire to:*

**Internal Revenue Service  
Office of Procurement Operations  
ATTN: A:P:O:S (B. Czerw)  
6009 Oxon Hill Rd., 5<sup>th</sup> flr  
Oxon Hill, MD 20745  
E-mail: [barbara.e.czerw@irs.gov](mailto:barbara.e.czerw@irs.gov)  
FAX (202) 283-1514 Telephone: (202) 283-1103**

**SECTION J - ATTACHMENTS**  
**ATTACHMENT 5**  
**Background Investigation Information**  
(see contract Clause H.18)

**1.0 Basic Investigation**

The Basic Investigation serves as the full investigation for contractor employees in Low Risk positions and the basis for interim access approval for those person in Moderate or High risk positions awaiting completion of an National Agency Check with Law and Credit (NACLC) or Background Investigation (BI), and is used in the conversion process as described below. Unfavorable information requires follow-up by personal contact. The average time for completion is 30 days.

The security forms required for the initiation of investigations will be provided by the COTR on disc, and include:

- (1) A copy of the signed COTR Memorandum Requesting the Basic Investigation for Low Risk Position,
- (2) A completed SF-85P, *Questionnaire for Public Trust Positions*,
- (3) Fair Credit Reporting Act (FCRA) Credit Release
- (4) FD-258 (Applicant Fingerprint Card)
- (5) Form I-9, Employment Eligibility Verification (a copy of the form already maintained on file by contractor employee's employer is acceptable)
- (6) PD-70: Required form for Washington, DC police checks and only required for individuals who have worked, lived, or attended school in the Washington, DC Metropolitan Area (District of Columbia, Maryland, or Northern Virginia)

The scope of investigation includes:

- (1) Favorable review of SF-85P
- (2) Office of Personnel Management (OPM) Security Investigations Index (SII) check
- (3) Initiation of Defense Clearance and Investigations (DCII) check
- (4) National Background Investigations Center (NBIC) indices check
- (5) Federal Bureau of Investigation (FBI) fingerprint and name check
- (6) Integrated Data Retrieval System (IDRS) check

**2.0 Conversion Investigation**

Previous background investigations conducted by other Government agencies, of the same or greater scope as required by the position risk level, will be accepted as satisfying investigation requirements provided that the investigation was conducted within the last five years, the SF-85P is

favorably reviewed, and the investigation meets the scope equal to or greater than the required investigation and is favorably reviewed. A Basic Investigation serves as the base for this investigation. Unfavorable information requires follow-up by personal contact. The average time for completion is 90 days.

The security forms required for the initiation of this investigation include:

- (1) A copy of the signed COTR Memorandum Requesting the Basic Investigation for Low Risk Position,
- (2) A completed SF-85P, *Questionnaire for Public Trust Positions*,
- (3) Fair Credit Reporting Act (FCRA) Credit Release
- (4) FD-258 (Applicant Fingerprint Card)
- (5) Form I-9, Employment Eligibility Verification (a copy of the form already maintained on file by contractor employee's employer is acceptable)
- (6) PD-70: Required form for Washington, DC police checks and only required for individuals who have worked, lived, or attended school in the Washington, DC Metropolitan Area (District of Columbia, Maryland, or Northern Virginia)

The Scope of Investigation includes:

- (1) Favorable review of SF-85P
- (2) Office of Personnel Management (OPM) Security Investigations Index (SII) check
- (3) Initiation of Defense Clearance and Investigations (DCII) check
- (4) National Background Investigations Center (NBIC) indices check
- (5) Federal Bureau of Investigation (FBI) fingerprint and name check
- (6) Credit check
- (7) Integrated Data Retrieval System (IDRS) check
- (8) Review of prior background investigation

### **3.0 National Agency Check with Law and Credit (NACLC)**

The NACLC serves as the full investigation and re-investigation for IRS contractor employees in High and Moderate Risk positions. The scope of the investigation is five years. Investigative information may be obtained by personal, written, and/or telephone inquiry. Unfavorable information requires follow-up by personal contact. The average time for completion is 75 days.

The security forms required for the initiation of this investigation include:

- (1) A copy of the signed COTR Memorandum Requesting the Basic Investigation for Low Risk Position,

- (2) A completed SF-85P, *Questionnaire for Public Trust Positions*,
- (3) Fair Credit Reporting Act (FCRA) Credit Release
- (4) FD-258 (Applicant Fingerprint Card)
- (5) Form I-9, Employment Eligibility Verification (a copy of the form already maintained on file by contractor employee's employer is acceptable)
- (6) PD-70: Required form for Washington, DC police checks and only required for individuals who have worked, lived, or attended school in the Washington, DC Metropolitan Area (District of Columbia, Maryland, or Northern Virginia)
- (7) DD-214: Furnish for all active military service in the last five years

The scope of the investigation includes:

- (1) Favorable review of SF-85P
- (2) Office of Personnel Management (OPM) Security Investigations Index (SII) check
- (3) Initiation of Defense Clearance and Investigations (DCII) check
- (4) Credit check
- (5) National Background Investigations Center (NBIC) indices check
- (6) Federal Bureau of Investigation (FBI) fingerprint and name check
- (7) Integrated Data Retrieval System (IDRS) check
- (8) Police and criminal records
- (9) Military service (if applicable)
- (10) Verification of citizenship (if applicable)

SECTION J, ATTACHMENTS  
ATTACHMENT 6

PERFORMANCE METRICS, MEASURES  
AND MONITORING PLAN

SUPPORT SERVICES FOR THE MANAGEMENT OF  
SEIZED AND FORFEITED ASSETS

There are aspects of this contract to which Performance Based Contracting measures and metrics will be applied. The Internal Revenue Service, Office of Criminal Investigation (CI) requires support services in its management of seized and forfeited assets in over 30 field offices. The ability to rely on that support is of paramount importance to CI.

PERFORMANCE MEASURES

CI has identified the following Performance Measures as applicable to this contract:

1. Vacancy Rate – the percentage of contract staffed positions which are vacant<sup>4</sup> at any one time.
2. Length of Vacancy – how long each contract staffed position is left vacant
3. Turnover Rate – percentage of contract staffed positions which change during a specified period. For purposes of this contract, the specified period is a one year cycle.

PERFORMANCE METRICS

1. Vacancy Rate – Maintaining fully-staffed contract positions is of vital importance to the success of the CI mission in its management of seized and forfeited assets. The contractor must be diligent in filling vacant positions. The number of positions left ‘vacant’ at any one time can be an indication of how diligent a contractor is in performing.
2. Length of Vacancy – As with the Vacancy Rate, the length of time a contractor takes to fill a vacancy is measure of how diligent a contractor is in maintaining and/or exceeding a standard performance level
2. Turnover Rate – Sustaining a low turnover rate is crucial to sustaining the quality of performance. A low turnover rate maintains continuity and lessens the need for re-training and learning curve slowdowns.

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<sup>4</sup> Vacancy is defined as no contractor personnel being permanently assigned to a contract staffed position.





**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K – REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

**K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION  
(APR 1985)**

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(c) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

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[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

[End of Provision]

**K.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION – DEPARTMENT OF THE TREASURY – JAN 1990) (FAR 52.203-11) (APR 1991)**

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that--
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer, and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend this

disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Provision]

**K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

- (b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN:\_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis.\_\_\_\_\_

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.4 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)(MAY 1999)**

- (a) *Definition.* "Women-owned business concern" as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women
- (b) *Representation.* The offeror represents that it [ ] is, [ ] is not a women-owned business concern..

[End of Provision]

**K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
  - (i) The Offeror and/or any of its Principals--
    - (A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (A)(1)(i)(B) of this provision.
  - (ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

[End of Provision]

**K.6 52.215-4 TYPE OF BUSINESS ORGANIZATION (OCT 1997)**

The offeror or respondent, by checking the applicable box, represents that--

- (a) It operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_.
- (b) If the offeror or respondent is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_ (country).

[End of Provision]

**K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATION (MAY 2004)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is \$6,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

**(b) Representations.**

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a woman-owned small business concern.

**(c) Definitions.**

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this solicitation.

"Woman-owned small business concern", as used in this provision, means a small business concern—

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.



(3) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

**K.8 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)**

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, small Business Program Representation.

(b) *Representations. (1) General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either—

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by Small Business Administration; or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision

on the application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

- (2) ☐ *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements of 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *{The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_}*

(c) *Penalties and Remedies.* Anyone who misrepresents and aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall—

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

[End of Provision]

#### **K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

#### **K.10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that

- (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

- (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.11 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING  
(AUG 2003)**

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that—
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the toxic chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *{Check each block that is applicable.}*
- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRS, 42 U.S.C. 11023(c);
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRS, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRS, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided and appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or
- ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

[End of provision]

**K.12 CONTRACTOR'S REMITTANCE OR CHECK MAILING ADDRESS**

Indicate your firm's remittance or check mailing address below. For additional information see Section I, Prompt Payment (FAR 52.232-25).

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[End of Provision]

**K.13 RESPONSIBLE OFFICIAL(S) WHO CAN RECEIVE NOTIFICATION OF AN IMPROPER INVOICE AND ANSWER QUESTIONS REGARDING THE INVOICE**

Indicate below the responsible official(s) who can receive notification of an improper invoice and answer questions regarding the invoice. For additional information see Section I, Prompt Payment.

Name (If practicable) \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

#### **K.14 CERTIFICATION**

TO BE COMPLETED BY THE OFFEROR: (The Offeror must check or complete all appropriate boxes or blanks in the Representations and Certifications, on the preceding pages). The Representations and Certifications must be executed below, by an individual authorized to bind the offeror.

The offeror makes the foregoing Representations and Certifications as part of its proposal.

\_\_\_\_\_  
(Name of Offeror)

\_\_\_\_\_  
(Solicitation No.)

\_\_\_\_\_  
(Signature of Authorized Individual)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

[End of Provision]

**SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****L.1 52.252-2 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

[www.arnet.gov](http://www.arnet.gov).

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS**

NUMBER	TITLE	DATE
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2004
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB 1999
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

[End of Provision]

**L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)**

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” followed by the DUNS number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.

- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

[End of Provision]

### **L.3 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Labor Hour (fixed-price/fixed rate) contract resulting from this solicitation.

[End of Provision]

### **L.4 52.223-2 SERVICE OF PROTEST (AUG 1996)**

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Internal Revenue Service  
Support Contracts Branch A:P:O:S  
6009 Oxon Hill Road, Room 50  
Oxon Hill, MD 20745  
Attn: Barbara E. Czerw

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

[End of Provision]

### **L.5 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR

Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

- (b) The use in this solicitation or contract of any Department of Treasury provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

[End of Provision]

## **L.6 PROPOSAL PREPARATION INSTRUCTIONS**

These instructions prescribe the format of proposals and describe the approach to be used in the development and presentation of proposal data. They are designed to ensure the submission of information essential to the understanding and comprehensive evaluation of each offeror's proposal.

The proposals submitted in response to this solicitation shall be formatted as described in this subsection. A cover letter may accompany each proposal to set forth any information that the offeror wishes to bring to the attention of the Government. Proposals shall be prepared in accordance with these instructions, providing all required information in the format specified. A proposal that fails to show compliance with these instructions may be removed from the competition.

Each offeror shall submit five copies of the technical proposal, as described in L.6.1, below, and two copies of the business proposal, as described in L.6.2.

Technical proposals shall not exceed 50 pages in length. A page is defined as a single sided, 8 ½ x 11 sheet with standard 1 inch margins and standard font type (minimum font size sample – Times New Roman 12). Pages contained in the technical proposal which exceed this page limitation will not be read and will not be evaluated. Offerors, therefore, are advised that proposal evaluation will be based on quality of content, not on length or elaborateness.

The 50-page limit for technical proposals does not include the Transition Plan (C.2.5), the Quality Assurance Plan (C.2.2) or the Management Plan (C.3.1.3).

### **L.6.1 TECHNICAL PROPOSAL**

This section of the proposal shall consist of the offeror's response to the Government's technical requirements. Format shall follow the description incorporated below.

- (a) Technical/Management Approach. The offeror shall provide its proposed approach and methodology to accomplishing the work effort identified in the Statement of Work. The offeror shall describe how it will provide the necessary management, supervision and



labor to perform the tasks described at the various locations, as well as how it will manage a geographically dispersed work force.

- (b) Past Performance. The offeror shall provide a brief description with references of previous projects, both governmental (local/state/federal) and non-governmental, of similar size and complexity. "Similar size and complexity" for the purpose of the evaluation means similar in dollar amount; type and complexity of work assignments; number of client/customer employees serviced and numbers of employees supervised. Additionally, the offeror shall supply the "Past Performance Questionnaire," Section J Attachment J.4, to five clients with whom it has done business within the last five years. The offeror's client-respondents shall return the completed questionnaires directly to the Contracting Officer (see address in provision L.10, Time Date & Place Proposals are Due). Failure to provide the required number of responses, or failure of respondents to return complete questionnaires, including identifying materials, will result in the offeror receiving substantially lower scores for this evaluation criterion.
- (c) Quality control systems. The offeror shall describe in detail its quality control system, and how that system will ensure services are completed with a consistently high level of quality at all sites throughout the course of the contract.
- (d) Key personnel. The offeror shall provide resumes of the proposed key personnel that describe their background, education, training and skills relevant to perform the work and position to be filled. Resumes shall include three references (name, title, address, phone number).

In this section, the offeror shall also identify all exceptions it takes to the technical requirements of the RFP and all deviations from the RFP for which it requests approval.

#### L.6.2 BUSINESS PROPOSAL

In this section, the offeror shall provide detailed backup and rationale supporting its pricing and pricing tables.

In this section, the offeror shall also respond to each requirement of Sections D through K, inclusive, of the RFP and indicate whether it proposes to comply. For the purpose of facilitating discussions, for every instance where the offeror does not propose to comply with or agree to a requirement, the offeror shall propose an alternative and describe its reasoning. It is not necessary to respond on a paragraph by paragraph basis except as required for clarity; for example, if the offeror agrees to the terms of Section H of the RFP in their entirety, a single statement to that effect will suffice. This Section shall contain an original signed copy of the face page of the RFP, as well as the necessary filled-in portions of Sections G and I and the filled in Certifications and Representations which makes up Section K of the RFP.

In this section, the offeror shall also provide its detailed price proposal, including (1) the Pricing Tables for Section B located in Section J, Attachments, (2) a complete breakdown

of how the price for each labor category in Section B was derived (direct labor, overhead, general and administrative expenses, costs, profit, etc.) in order to establish compliance with the rates required by the Wage Determination, and (3) what materials and other direct costs are anticipated to be needed, if any. A projected travel allowance of \$100,000 per year will be allotted for each proposal. Note that this is a projected amount only; all travel shall be done on an as required basis, authorized by the COTR, and shall be reimbursed based upon actual allowable cost.

#### **L.7 AMENDMENTS TO PROPOSAL**

Changes to the proposal by the offeror shall be accomplished by amended page(s). Changes from the original page shall be indicated by a vertical line, adjacent to the change, on the outside margin of the page. The offeror shall include the date of the amendment on the lower right hand edge of the page as well as the amendment number which caused the change.

#### **L.8 DISCUSSIONS AND CORRESPONDENCE**

All communications concerning the solicitation, including any of a technical nature, must be made through the Contracting Officer. Correspondence, including written questions, should be directed to the address shown in Block 8 of the Standard Form 33 and marked for the attention of the individual whose name appears in Block 10A of that form. All verbal communications should also be directed to that individual.

Questions concerning any technical aspect of the solicitation must be in writing. In order to ensure a timely response, questions should be received by the Contracting Officer at least fifteen days before the closing date for receipt of proposals. After this date, the Government will make every effort, but cannot guarantee that questions submitted will be answered before the RFP closing date.

#### **L.9 DISPOSITION OF PROPOSALS**

After evaluation, selection, and contract award, unsuccessful proposals will be disposed of as follows: one copy of each proposal will be retained by the Contracting Officer and the remainder will be destroyed.

**L.10 DATE, TIME AND PLACE PROPOSALS ARE DUE**

Electronic submission of proposals WILL NOT be accepted. Mailed or hand carried proposals, including those by delivery services (e.g., Federal Express, etc) shall be marked as follows:

FROM:

MAIL TO:

INTERNAL REVENUE SERVICE  
ATTN: Barbara Czerw, OS:A:P:O:S  
CONSTELLATION CENTRE BUILDING – Room 500  
6009 Oxon Hill Road  
Oxon Hill, Maryland 20745

Solicitation Number: TIRNO-04-R-00025  
Date: Time: 3:00 PM

NOTE: Past performance reference forms submitted by the offeror's clients must be received by the RFP closing date. It is the offeror's responsibility to ensure that its references are provided with the Past Performance form, as well as the address and date for submittal to the Government. (see also L.6.1.(b)).

## **SECTION M – EVALUATION FACTORS FOR AWARD**

### **M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

#### **I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS**

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

[End of Provision]

### **M.2 EVALUATION PROCEDURES**

Award will be made to that offeror whose proposal contains the combination of technical and price features offering the best overall value to the IRS. The IRS is more concerned with obtaining superior technical features than with making an award at the lowest overall price. However, the IRS will not make an award at a significantly higher price to achieve slightly superior technical features. Selection will be determined on the basis of the following:

- (a) how well each proposal satisfies the evaluation criteria as described in paragraph M.3;
- (b) how each proposal is evaluated with respect to strengths, weaknesses and risks that the particular proposal presents to the IRS;
- (c) an integrated comparison of the proposals to each other; and,
- (d) differences in the proposals related to overall cost to the IRS. Overall cost to the IRS may include, but is not limited to, the offeror's prices for services and any in-house IRS expenses related to the offeror's approach.

[End of Provision]

### **M.3 TECHNICAL PROPOSAL EVALUATION**

Each offeror's technical proposal will be evaluated by the Technical Evaluation Committee, that will conduct its evaluation in accordance with the criteria described immediately below. It is important that the offeror consider carefully the criteria and their relative weights in developing its proposal. Criterion 1, Technical/Management Approach, and Criterion 2, Past Performance, are equal in weight and comprise approximately 70% of the total score. Criterion 3, Quality Control Systems and Criterion 4, Key Personnel, are also equal in weight and comprise approximately 30% of the total score.

#### Criterion 1 – Technical/Management Approach

The Offeror shall be assessed on the clarity and completeness of its proposed approach and methodology, and the degree to which it demonstrates the necessary management, supervision and labor expertise and availability to satisfactorily perform the specific tasks described in the Statement of Work, Section C. Simple statements by offerors attesting to their understanding of and compliance with all technical requirements or paraphrasing such requirements will not be deemed adequate and will cause an offer to receive a low score for this criterion.

#### Criterion 2 – Past Performance/Experience

The offeror's past performance and experience will be evaluated using questionnaires completed by prior clients, and will be based on the relevance of the demonstrated knowledge, experience and performance, on both past and current contracts, doing work as closely related as possible to the current effort. In determining the scores to be earned, evaluators will consider similarity of prior projects in magnitude and scope as well as service quality. The government may, at its discretion, obtain and evaluate information from sources other than those provided by the offeror. Offerors without a record of relevant past performance or for whom information on past performance is not available, will not be evaluated favorably or unfavorably on past performance (FAR 15.305(a)(2)(iv)).

#### Criterion 3 – Quality Control (QC) Systems

The offeror's quality control systems will be evaluated on its appropriateness and applicability to this requirement, and on how successful the QC system has been in ensuring quality standards in a widespread staffing situation. Evaluators will consider comprehensiveness, relevance and realism of the control systems in determining scores to be earned for this criterion.

#### Criterion 4 – Key Personnel

The resumes and references of personnel proposed to fill the key positions identified in H.2 will be evaluated to determine the relevance of skill levels, background, education, training,

skills and years of generalized/specialized experience in performing/managing the effort required under the proposed contract.

#### **M.4 BUSINESS PROPOSAL EVALUATION**

The offerors' responses to the requirements in Sections D through K of the solicitation will be evaluated and any exceptions taken to the terms of the solicitation will be considered on their merits.

Although the price proposals will not be point scored, price analysis of the offers received will be performed utilizing some or all of the procedures set forth in Paragraph 15.404-1(b) of the Federal Acquisition Regulation. Price proposals will be evaluated to ensure that they are reasonable and realistic. Factors to be considered in performing the price analysis will include (i) the appropriateness of the burdened labor rates for the skill categories identified in Section B, based on comparison with other offers received and existing contracts utilized by the IRS for acquisition of similar services, (ii) reasonableness and realism of any proposed annual escalation factors for labor costs, (iii) reasonableness and realism of any proposed rates on maintaining a skilled workforce, (iv) realism of material and other direct cost estimates, and (v) the extent to which the proposal appears generally properly stated and well documented.

[End of Provision]